



STATE BANK OF INDIA
REGIONAL BUSINESS OFFICE
1ST FLOOR, BARGARH MAIN BRANCH BUILDING
BARGARH, ODISHA-768028

(Technical Bid)

TENDER FOR INTERIOR FURNISHING WORK
OF BARGARH SME BRANCH

Tender No: AO/SAM/05-2024-25/R-IV/61
Date: 21.05.2024

Name of the Tenderer.....

Address:

.....

A. E-TENDER NOTICE CUM NIT
Tender No: AO/SAM/05-2024-25/R-IV/61
Date: 21.05.2024

State Bank of India, **Regional Business Office, Bargarh** invites tender in two bid system from interested SBI approved empaneled **Interior Furnishing** contractors under Category (Above Rs 10.00 Lakhs) of Bhubaneswar Circle competent to complete the **Interior, Furnishing work of Bargarh SME Branch** within 45 days through two bid on line tendering mode System portal <https://www.tenderwizard.com/SBIETENDER>. Details of tenders are as under:

1	Name of Work	:	Tender for Interior furnishing work of Bargarh SME Branch (New premises)
2	Tenders shall remain valid for	:	For a period of 90 days from the date of opening of price bid of tender.
3	Earnest Money Deposit (EMD)	:	Rs. 18,000/- (Rupees Eighteen Thousand Only) as EMD in the form of DD in favor of", RM-RBO-Bargarh payable at Bargarh shall uploaded in the tender wizard portal . Contractors already submitted FD at LHO need to upload the scan copy of the same. Failing which tenders will be rejected. Only successful bidder will have to submit the hardcopy after receiving work order. No exemption certificate accepted.
4	Time allowed for completion	:	45 days from the date of issue of work order.
5	Estimated Cost	:	Rs. 18,01,592.13 + GST (as per Government Rules)
6	Availability of Tender Documents	:	Tender documents to be downloaded from the SBI e-tender portal www.tenderwizard.com/SBIETENDER .
7	Tender document downloading Start Date	:	From 6:00 PM on 21.05.2024
8	Tender document downloading End Date	:	Upto 2.00 PM on 05.06.2024
9	Last date and time of submission of technical & price bid	:	Upto 2.30 PM on 05.06.2024
10	Date and time of opening of technical bid	:	On 05.06.2024 at 3.00 P.M.
11	Date and time of opening of Price bid	:	On 05.06.2024 at 3:30 P.M.
12	For any details contact	:	Concerned Engineer : 9900234280, jagadish.hati@sbi.co.in
13	For E-Tender related queries	:	Service provider: M/s Antares Systems Limited, Registered Office at: - #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079. Ph: - 080-49352000 / 40482000 Fax: - 080-49352034

		<p>Help Desk: Contact Person: Mr. Kushal Bose Mobile no. 07686913157 / 09674758724 (On working days-9 hours-18 hours) e-mail:kushal.b@antaressystems.com</p>
	Notes:	
a)	All contractors who are empanelled with SBI Bhubaneswar Circle in the specific category are only eligible for the above mentioned work.	
b)	Any abnormal increase from the quoted price / cost will not be acceptable.	
c)	The Bank reserves the right to reject any or all the tenders without assigning any reason.	
d)	<p>Electronically Sealed e-tenders are invited from the Bank's Empanelled Contractors as mentioned in NIT in two parts, i.e. Technical Bid and Price Bid separately. Technical Bid and Price Bid to be submitted online on the website www.tenderwizard.com/SBIETENDER. ** No bid shall be accepted offline.</p> <p>(a) Technical Bid: Techno-commercial envelope called "Electronic Format of Technical Bid" shall contain the following documents: (i) Details of EMD and tender cost: Scan copy of Demand Draft must be uploaded in e-tender website along with technical bid. <u>However, the DD of EMD and tender cost to submitted physically at our office.</u> (ii) Electronic form of Technical Bid. iii) Scan copy of the SBI Empanelment letter of appropriate category must be uploaded in e-tender website. Technical Bid will be opened as per above mentioned date & time in the presence of Tenderers who desire to attend. The tenderers can view the Tender opening details through their respective log in Ids on the above mentioned e-tender portal (Website). (b) Price Bid: Shall contain the Electronic format of Price Bid. No condition/ stipulation in Cover-II other than unconditional general rebate shall be accepted. Price Bid will be opened only of those bidders who are successfully in Technical Bid after through scrutiny. The contractor/ vendor can view the Tender opening details through their respective log in Ids on the above mentioned e-tender portal (Website).</p>	
e)	The Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.	
f)	In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.	
g)	The Bank reserves the right to reject all tenders without assigning any reason whatsoever.	
<u>E-TENDERING INSTRUCTIONS TO BIDDERS</u>		
<p>General State Bank of India hereby publish the TENDER on e-tendering Portal (Website) www.tenderwizard.com/SBIETENDER in Electronic mode hereinafter referred as "e Tendering" and TENDER will be hereunder called as "e-Tender". The e-tender published online through above portal (website) consisting of standard tender condi-</p>		

tions, specifications, schedule of quantities, drawings (if any) for above referred work. Please note that copy of the above e-tender can be downloaded from above portal (website) and should be mandatorily submitted in Online Electronic Mode hereinafter referred as "Online Offer". The submission of Online offer duly Encrypted & Digitally signed on above portal should be in prescribed Electronic Forms (Online) available on above portal for respective tender in Online Envelope(s) on or before As per the key Dates mentioned in the Tender Notice in this document and online portal for above tender .

Instructions

1. Tender Bidding Methodology:

Electronically Sealed Bid System – Two Stage - Two Envelopes', followed by 'e-Reverse Auction', if required, after opening of Financial-part.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on the e-Procurement portal www.tenderwizard.com/SBIETENDER.
(The contractors need to upload scan copy of their valid empanelment letter in the portal otherwise their registration would be cancelled)
3. Create Users and assign roles on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Clarification to Tender Documents on the above portal
7. Bid-Submission on the above portal
8. Attend Public/Limited Online Tender Opening Event (TOE) on the above portal – Opening of Technical-Part
9. Post-TOE Clarification on the above portal (Optional)
– Respond to SBI's Post-TOE queries
10. Attend Public/Limited Online Tender Opening Event (TOE) on the above portal – Opening of Financial-Part (Only for Technical Responsive Bidders)

3. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To use the Electronic Tender portal www.tenderwizard.com/SBIETENDER, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-a-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site.

Note: After successful submission of Registration details please contact to the Helpdesk of the portal to get your registration accepted/activated.

Help Desk:

Contact Person: Mr. Kushal Bose / Mr. Tousik Gohsh

Mobile no. 07686913157 / 09674758724 (On working days-9 hours–18 hours)

e-mail: kushal.b@antaressystems.com / tousik.g@antaressystems.com

5. Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on the portal. Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD) & Cost of Bid Document
- Submission of digitally signed copy of Tender Documents/ Addendum
- Power of Attorney, · Two Envelopes, - Technical-Part, Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Please note that above e-Tendering system is an automatically time locked system which will be locked immediately as soon as due date and time is over and will not accept any offer after that. So, the tenderers are strictly advised to do their process well before the due date and time to avoid any such instances.

6. Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for 'Public/Limited Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public/Limited Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure 'Public/Limited Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public/Limited Online Tender Opening Event (TOE)'. The portal has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public/limited tender opening event, during e-tender, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e tender service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of SBI by the bidders in time, then SBI will promptly re-schedule the affected event(s).

7. Minimum Requirements at Bidders end

In order to operate on the electronic tender management system, the user's machine is required to be set up. The machine must have running XP service Pack 3 or higher version of Windows like Vista or Window 7. Also need to install Mozilla Fire fox web browser and latest Version of Java.

Sd/-
Regional Manager (RBO-Bargarh)
For and behalf of State Bank of India

B. INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work

Sealed tenders are invited by SBI, RBO Bargarh for “**Interior furnishing work of Bargarh SME Branch**. The said branch is situated in the Bargarh Town and a premium establishment of State bank of India.

2.0 Tender Documents

2.1 The work has to be carried out strictly according to the conditions stipulated in tender consisting the documents as NIT, Instructions to the Tenderers, General Conditions of Contract, special conditions of contract, technical specifications, price bid, drawings

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies shall take precedence in the order as Price Bid, Additional specification, Technical specification, Drawings, Special conditions of contract, GCC, instructions to Tenderers.

3.0 Site Visit: The tenderer must obtain himself on his own responsibility and his own expenses all information, data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 Earnest Money: The tenderers are requested to submit the **Earnest Money of Rs. 18,000/- (Rupees Eighteen Thousand Only)** as mentioned in NIT. No interest will be paid on the EMD.

5.0 Initial Security Deposit: The successful tenderer will have to submit a sum equivalent to **2% of contract value** less EMD, within a period of **07** days of acceptance of work-order. Those who have submitted one time EMD need to submit the security of an amount equal to 2% of the accepted tender amount.

6.0 Security Deposit: It shall be **3%** of contract value including ISD. Balance 1% shall be deducted from the final bill of the contractor. The same will be released after completion of the defect liability period.

6.1. Additional Security Deposit: In case In case L-1 bidder quotes abnormally low rates (**i.e. 7.50% or below estimated project cost**), the bank may ask such bidder to deposit **additional security deposit (ASD) equivalent to difference of 92.5 % of estimated cost and L-1 quoted amount** for due fulfilment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

6.2 No interest shall be paid to the amount retained by the Bank as Security Deposit.

7.0 Signing of Contract Documents: The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract at-

tached herewith within **one week** from the receipt of intimation of acceptance of his tender by the Bank.

8.0 Completion Period: Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of **45 days** from the date of handing over site or 7 days from the date receipt of work-order of acceptance whichever is later.

9.0 Validity of Tender: **3 (Three) months** from the date of opening price bid. If the tenderer withdraws his / her offer during the validity period or makes modifications in his / her original offer which are not acceptable to the Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

10.0 Liquidated Damages: The liquidated damages shall be **0.5% of the contract value per week subject** to a maximum of 5% of contract value.

Addendum to Liquidated Damages Clause:-

1. The parties hereby agree that due to negligence of act of the Contractor, if the employer suffers losses, damages, the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Contractor agree to pay such liquidated damages, as defined hereunder as per the provisions of this contract.
2. The amount of liquidated damages under this Contract shall not exceed 5% of the total value of the contract amount.
3. The liquidated damages shall be applicable under following circumstances:
 - 3.1 If the deliverables are not submitted as per schedule and time, the Contractor shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
 - 3.2 If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Contractor shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay.
 - 3.3 Any delay beyond this, STATE BANK OF INDIA shall be free to terminate the contract and get the work done from an alternate source at the risk of the contractor, besides forfeiting EMD. The decision of the Bank as to the period of delay on the part of the contractor and the quantum of compensation for such delay shall be final and binding on the contractor. If the contractor is unavoidably hindered in carrying out the work on account of delayed decision or the approval by the Bank, which are necessary to carry out further work, he shall be allowed suitable extension of time by concerned authority of the Project, whose decision shall be final and binding on the contractor. No claim of the contractor shall be entertained against the Bank for such delayed approvals / decisions by the Corporation, excepting suitable extension of time.

11.0 Rates and Prices

- 11.1 The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring it to the knowledge of the Bank.
- 11.2 The rate quoted shall be firm and shall include all costs, allowances, taxes, vat, levies etc. but excluding Service Tax which will be paid separately to the contractors on submission of bill / documents for onward payment to the Govt. Service Tax Department.

C. ARTICLES OF AGREEMENT

(On Non-Judicial Stamp Paper of Rs. 200.00)

ARTICLES OF AGREEMENT made this _____ day of _____ Two thousand _____ between the **STATE BANK OF INDIA**, a Corporation constructed _____ under the State Bank of India Act, 1955 and having its Corporate Centre at Madam Cama Road, _____ Mumbai 400 021. (hereinafter referred to as "the OWNER") which expression shall include its successor or successors and assigns) of the ONE PART through the authorized officer Regional Manager (RBO - Bargarh) (Designation)

AND

M/s. _____ having its registered office at _____ (therein after referred to as the 'CONTRACTOR') of the OTHER PART.

WHEREAS the OWNER is desirous of executing **Interior Furnishing work at the proposed premises of Bargarh SME Branch** (Herein after called the 'Work').

AND WHEREAS the Owner has caused the plans, drawings and specifications, priced schedule of quantities of the works to be **executed** as per conditions of the contract and special conditions prepared with the assistance of the said Concerned Engineer subject to which the offer of the Contractor shall be accepted

WHEREAS the contractor has deposited with the Owner [**EMD Rs.**/- + **ISD Rs.**/-] = **TOTAL Rs.**/- (Rupees) as security deposit for the due performance of the Agreement and WHEREAS the Owner has issued letter of intent work order to the Contractor.

AND WHEREAS said drawings inclusive of the specifications, priced schedule of quantities, conditions of contract and special conditions all of which are collectively hereinafter collectively referred to as the said condition) have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions execute and complete the works shown upon the site drawings etc. and such further detailed drawings as may be furnished to the contractor by the said owner as described in the said specifications and the said priced schedule of quantities.
2. The Owner will pay to the **Contractor the sum of Rs.** _____ (Rupees _____ only) (hereinafter called the contract sum) or such other sum become payable hereunder at the times and in the manner specified in the said conditions. However, the actual sum will be paid on the actual value of work done, irrespective of the contract sum.

3. The plans, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.
4. The said contract comprises the works as above mentioned, and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Owner even though said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
5. Notwithstanding what are stated in the special condition, conditions of contract and hereinbefore stated the Owner through the Concerned Engineers reserves to himself the right to alter the drawings and nature of the work and of adding to or omitting any items of works form or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
6. The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
7. Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from 7th day after issue of formal work order as provided for in the said conditions whichever is earlier and to complete the entire work within 45 days subject to nevertheless the provisions for extension of time.
9. Any dispute arising under this agreement shall be referred to the arbitration to a sole arbitrator appointed with consent of the Owner and the Contractor as indicated in the Articles of the General Conditions. The award of the arbitrator shall be final and binding on both parties. The court in Bhubaneswar shall have jurisdiction to determine the same.
10. That the several parts of this contract have been read by the Contractor and fully understood by the contractor.

IN WITNESS WHEREOF, the parties hereto executed these presents the day and year hereinabove written.

WITNESS

- 1.
- 2.
- 1.
- 2.

EXECUTANTS

1. OWNER
2. CONTRACTOR

Signature with Seal

(In case of the Company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc. as the case may be affixing common seal may be initial in token thereof and also by putting their names.)

D. GENERAL CONDITIONS OF CONTRACT (G.C.C.)

1.0 Definitions:

Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between **Bank** and the Contractor, together with the documents referred therein including these conditions, the specifications, designs and instructions issued from time to time by Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 'SBI' is having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and includes the Client's representatives successors and assigns.

1.1.2 'Site Engineer' shall mean a Concerned Engineer / Bank's Engineer posted at AO Sambalpur.

1.1.3 'The Contractor' shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

The expression 'works' or 'work' shall mean the permanent or temporary work described in the 'Scope of Work' and / or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.5 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the Bank 'Month' means calendar month.

1.1.6 'Week' means seven consecutive days.

1.1.7 'Day' means a calendar day beginning and ending at 0:00 hrs and 24 hrs respectively.

CLAUSE

1.0 Scope of Work

The contractor shall carry out complete and maintain the said work in every respect in strict accordance with this contract and with the directions of and to the satisfaction of the Bank. The Engineer-In-Charge from time to time issue further drawings and / or written instructions, details directions and explanations which are hereafter collectively referred to as Bank's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work. The removal from the site of any materials brought thereon by the contractor and any substitution of any other materials therefore the removal and / or re-execution of any work executed by him. The dismissal from the work of any person employed engaged thereupon.

2.0 Ownership of Document

All specifications and copies thereof furnished by the SBI are the properties of the SBI. They are not to be used on other work.

3.0 Detailed Instructions

The SBI through its Engineer/ Authorized official shall furnish with reasonable promptness additional instructions as necessary for the proper execution of the work. All such instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from. The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI for approval.

4.0 Copies of Agreement

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

5.0 Materials, Appliances and Employees

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behaviour is found to be unsatisfactory by the SBI, he shall be removed from the site immediately.

6.0 Permits, Laws and Regulations

Permits and Licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

7.0 Setting out Work

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof and get it approved by the Engineer-In-Charge before proceeding with the work. If at any time any error in this respect shall appear during the progress with the work, irrespective of the fact that the layout had been approved by the Bank the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBI.

8.0 Protection of Works and Property

The contractor shall continuously maintain adequate protection. Of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Govt. and local authority's safety laws and building codes to prevent acci-

dents, or injuries to persons or property of about or adjacent to his place of work.

The contractor shall take insurance covers as per clause 26.0 at his own cost.

The policy may taken in joint names of the contractors and the SBI and the original policy may be lodged with the SBI.

9.0 Inspection of Work

The SBI (Engineer-In-Charge / Authorized Official) shall at all reasonable time have free access to the work site and / or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to them necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI except the representative of public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.

10.0 Assignment and Subletting

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBI and no undertaken shall receive the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

11.0 Quality of Materials, Workmanship & Test

(i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with instructions of Engineer-In-Charge and shall be subject from time to time to such tests as the Engineer-In-Charge may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The Contractor shall provide such assistance, instruments, machinery, labour and materials as normally required for examining measuring sampling and testing any material or part of the work before incorporation in the work for testing as may be selected and required by the Engineer-In-charge.

(ii) Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the Contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Engineer-In-Charge. Before submitting the sample / literature the contractor shall satisfy himself the material / equipment for which he is submitting the samples / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Engineer-In-Charge the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Engineer-In-Charge for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time.

Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipments etc. shall be the account of the contractor.

(iii) Cost of Tests

The cost of making any test shall be borne by the contractor if such test is intended by provided for in the specification or BOQ.

(iv) Costs of tests not provided for

If any test is ordered by the Engineer-In-Charge which is either

If so intended by or provided for or (in the cases above mentioned) is not so particularized or though so intended or provided for but ordered by the Engineer-In-Charge to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

12.0 Obtaining information related to execution of work

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

13.0 Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Engineer-In-Charge may consider necessary until the expiry of the defects liability period, stated hereto.

14.0 Quantities

(i) the bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The amount paid under Clause hereof as well as amounts of prime cost and provisional sums, if any, shall be executed. Some quantities may not be executed by Bank depending upon site conditions and / or at the discretion of bank.

(ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause hereof.

15.0 Works to be measured

The Engineer-In-Charge may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Engineer-In-Charge in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The Engineer-In-Charge shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall recorded in token of his acceptance. All the corrections shall be duly attested by both representatives.

No over writings shall be made in the Measurement Book should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the Engineer-In-Charge shall be final. All authorized extra work, omissions and all variations made shall be included in such measurements.

- 15.A If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 15.B Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 15.C The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within **07 days** from the stipulated date of start of the work, sign the contract consisting of:-
- (I) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (a) Various standard clauses with corrections up to the date stipulated in contract if any.
 - (b) Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers engaged by contractor.
 - (d) Contractor's Labor Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.
 - (iii) No payment for the work done will be made unless contract is signed by the contractor.

16.0 Variations

No alteration, omission or variation ordered in writing by the Bank shall vitiate the contract. In case the SBI thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Engineer-In-Charge shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instruction the contractor shall after to add to omit from as the case may be in accordance with such notice but the contractor do any work extra to or make any alteration or additions to or omissions from the works any deviation from any of the provision of the contract, stipulations, specifications contract drawings without previous consent in writing of the Engineer-In-Charge / authorized officer and value of such extras, alterations, additions or omissions shall in all cases be determined the Engineer-In-Charge and the same shall be added to or deducted from the contract value as the case may be.

17.0 Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under it authority of the Authorized officer of the Bank with the concurrence of the SBI as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- (a) (i) the net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
(ii) Rates for all items, wherever possible should be derived out of the rates give in the priced BOQ.
- (b) The net prices of the original tender shall determine the value of the items omitted provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under such clause (c) hereunder.
- (c) Where the extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary the conditions under which and remaining items or works are carried out, then the contractor shall within 7 days of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Engineer-In-Charge shall fix such rate or prices as if the circumstances in his opinion are reasonable and proper, based on the market rate.
- (d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district provided that in either case, vouchers specifying the daily time (and if required by the Engineer-In-Charge) the workman's name and materials employed be delivered for verifications to the Engineer-In-Charge at or before the end of the week following that in which the work has been executed. The extra item, not in BOQ if executed shall be paid as per Bank's Approved Rate.
- (e) It is further clarified that for all such authorized extra item where rates cannot be derived from the tender, the contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire / running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit such items shall not be eligible for escalation.

18.0 Final Measurement

The measurement and valuation in respect of the contract shall be completed within 15 days of the virtual completion of the work.

19.0 Virtual Completion Certificate (V C C)

On successful completion of entire works covered by the contract to the full satisfaction of the SBI, the contractor shall ensure that the following works have been completed to the satisfaction of the SBI.

- (a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- (b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds / camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI and not incorporated in the permanent works.
- (c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the SBI and shall clear, level and dress, compact the site as required by the SBI.

- (d) Shall put the SBI in undisputed custody and possession of the site and all land allotted by the SBI.
- (e) Shall hand over the work in a peaceful manner to the SBI.
- (f) All defects / imperfections have been attended and rectified as pointed out by the SBI to the full satisfaction of SBI.

Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Engineer-In-Charge is satisfied of the completion of work. Relative to which the completion certificate has been sought, the Engineer-In-Charge shall within 14 days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

The issuance of a VCC shall be without prejudice to the SBI's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall be issuance of VCC in respect of the works or work at any site be construed as a waiver of the right or claim of the SBI against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

20.0 Work by other Agencies

The SBI reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work.

The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the SBI. Such work shall be carried out in such manners not to impede the progress of the works included in the contract.

21.0 Insurance of Works

21.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI and the contractor against all loss of damages from whatever cause arising other than the except risks, for which he is responsible under the terms of contract and in such manner that the SBI and contractor are covered for the period stipulated 1 Clause of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- (a) The works for the time being executed to the estimated current contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- (b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- (c) Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Bank the policy if insurance and the receipts for payment of the current premiums.

- (d) Submitted original “ **Contractor’s All Risk Insurance Policy** ” and “ **Workmen’s Compensation (General) Policy** ” made by contractor’s own cost.

21.2 Damage to persons and property

The contractor shall except if and so far as the contract provides otherwise indemnify the SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect of or in relation thereto except any compensation of damages for or with respect to :

- (a) The permanent use or occupation of land by or any part thereof.
(b) The right of SBI to execute the works or any part thereof, on, over, under, in or through any lands.
(c) Inquiries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
(d) Injuries or damage to persons or property resulting from any act or neglect of the SBI their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damages was contribute to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees or agents or other employees or agents or other contractors for the damage or injury.

21.3 Contractor to indemnify SBI

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in provision sub-clause 26.2 of this clause.

21.4 Contractor’s superintendence

The contractor shall fully indemnify and keep indemnified the SBI against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any articles or part thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at his own expenses to settle any dispute or to conduct any litigation that may arise there from provided that the contractor shall not be liable to indemnify the SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-In-Charge in this behalf.

21.5 Third Party Insurance [Contractor’s All Risk Insurance Policy]

- 21.5.1 Before commencing the execution of the work by the contractor but without limiting his obligations and responsibilities under Clause 26.0 of GCC shall insure against his liability for any materials or physical damage, loss or injury which may occur to any property including that of SBI or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to Clause 26.0 thereof.

21.5.2 Minimum Amount of Third Party Insurance

Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall however be required, produce to the Bank the policy or policies of insurance cover and receipts for payment of the current premiums.

21.5.3 The minimum insurance cover for physical property, injury and death is **Rs. 5.00 (Five) Lacs** per occurrence with the number of occurrences limited to four. After such occurrence contractor will pay additional premium necessary valid for four occurrences always.

21.6 Accident or injury to Workmen [Workmen's Compensation (General) Policy]

21.6.1 The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor save and except an accident or injury resulting from any act or default of the SBI or their agents or employees. The contractor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

21.6.2 Insurance against accidents etc. To workmen

The contractor shall insure against liability with an insurer approved by the SBI during the whole of the time that any persons are employed by him on the works and shall when required, produce to the Bank such policy of insurance and receipt for payment of the current premium.

Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Bank when such policy of insurance and the receipt for the payment of the current premium.

1) Car Policy**2) Labour Policy****26.6.3 Remedy on Contractor's failure to insure**

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for the purpose and from time to time deduct the amount so paid by the SBI as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

26.6.4 without prejudice to the others rights of the SBI against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges and other expenses paid by the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to policy taken under this clause proceed with due diligence to rebuild or repaid the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any

further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

22.0 Extension of Time

If in the opinion of the Engineer-In-Charge the work to be delayed for reasons beyond the control of the contractor, the Engineer-In-Charge may submit a recommendation to the Regional Manager to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBI in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any for the delays. The Engineer-In-Charge shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy for liquidated damages. For the balance period in excess of original stipulated period and duly sanction extension of time by the SBI the provision of liquidated damages as stated under Clause 9.0 shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

23.0 Rate of Progress

(I) Whole of the materials, plant and labour to be provided by the contractor and the mode manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Concerned Engineer. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Concerned Engineer too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion, the Concerned Engineer shall thereupon take such steps as considered necessary by the Concerned Engineer to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Concerned Engineer neither shall relieve the contractor from fulfilling obligations under the contract nor will he is entitled to raise any claims arising out of such directions.

24.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Concerned Engineer when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Concerned Engineer. However, the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Concerned Engineer at no extra cost to the SBI.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

25.0 No compensation or restrictions of work

If at any time after acceptance of the tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part the work to be carried out. The Concerned Engineer

shall give notice in writing to the effect to the contractor and the contractor shall act accordingly.

In the matter the contractor shall have not claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonfide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Concerned Engineer shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

In case of such stores having been issued from SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claim on account of any deterioration or damage while in the custody of the contractor and this respect the decision of Concerned Engineer shall be final.

26.0 Suspension of Work

(i) The contractor shall on receipt of the order in writing of the Concerned Engineer (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Concerned Engineer may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- (a) On account any default on the part of the contractor, or
- (b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
- (c) For safety of the works or part thereof.

The contractor shall during such suspension properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Concerned Engineer.

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above.

The contractor shall be entitled to an extension of time equal to the period of even such suspension. No compensation whatsoever shall be paid on this account.

26.0 Action when the whole security deposit is forfeited

In any case in which under any clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Concerned Engineer shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI.

- (a) To rescind the contractor (of which rescission notice in writing to the contractor by the Concerned Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI.
- (b) To employ labour paid by the SBI and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as

worked out by the Concerned Engineer shall be final and conclusive against the Contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates if it had been carried out by the contractor under the terms of this contract the certificate of Concerned Engineer as to the value of work done shall be final and conclusive against the contractor.

- (c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Concerned Engineer shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBI the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Concerned Engineer will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

27.0 Owner's Right to Terminate the Contract

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within 7 days after notice to him to do so to show to the reasonable satisfaction of the Concerned Engineer that he is able to carry out and fulfil the contract and to give security therefore if so required by the Concerned Engineer.

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor. Or shall assign or sublet his contract without the consent in writing of the SBI through the Concerned Engineer or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

- (a) Has abandoned the contract; or
(b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 15 days after receiving from the SBI through the Concerned Engineer written notice to proceed , or
(c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after

written notice from the SBI through the Concerned Engineer that the said materials were condemned and rejected by the Concerned Engineer under these conditions ; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's or instructions to the contrary subject any part of the contract.

Then and in any of said cases the SBI and or the Concerned Engineer, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Concerned Engineer or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor.

And further the SBI through the Concerned Engineer their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or Roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBI or the Concerned Engineer shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 15 days after receipt thereof by him the SBI sell the same by public auction after due publication, and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI incidental to the same of the materials etc.

28.0 Certificate of Payment

The contractor shall be entitled under the certificates to be issued by the Concerned Engineer to the contractor within 10 working days from the date of Certificate to the payment from SBI from time to time. The SBI shall recover the statutory recoveries other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Concerned Engineer during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from his liability under clause.

The Concerned Engineer shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Concerned Engineer may by any certificate make any corrections required in previous certificate. The contractor shall submit final bill only after taking actual measurements and properly recorded in the Measurement Books / Sheets.

Interim Payment a) No interim payment shall be entertained by the Bank.

29.0 Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes relating to meaning of the specifications, designs, drawings and instructions herein before mention and as to the quality of workmanship of materials used on the work or as to any other question, claim, right, matter or thing whatsoever in anyway arising out of or relating to the contract designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute same whether arising during the progress of the work or after the cancellation, termination completion or abandonment thereof shall be dealt with as mentioned hereinafter.

If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable or in case the contractor wants to dispute the validity of any deduction or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the Asst. Gen. Manager, SBI. – Local Head Office, Bhubaneswar, Premises & Estate Dep't., and endorsed a copy of the same to the Regional Manager within 30 days from the date of disallowance thereof or the date of deduction or recovery.

The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the CM (Operation) of the RBO in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Asstt. Gen. Manager in writing in the manner and within the time aforesaid.

Asst. General Manager shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Asst. Gen. Mgr. (Admn.) submit his claims to the conciliating authority namely the Chief General Manager, SBI – LHO., Bhubaneswar, Premises & Estate Dep't., for conciliation and with all details and copies of correspondence exchanged between him and Asst. General Manager.

If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall within a period of 30 days of termination thereof shall give a notice to the concerned A.G.M or Chief Manager of the Bank for appointment of the arbitrator to adjudicate the notified claims failing which the claims of an contractor shall be deemed to have been considered absolutely barred and waived.

Except where the decision has become final, binding and conclusive in terms of contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the A.G.M. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said AGM. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such A.G.M (Adman.) As aforesaid should act as arbitrator.

The conciliation and arbitrator shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under.

It is also a term of the contract that, if any, fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

30.0 Water Supply

The rates quoted by the contractor includes all expenditure for providing water for the works including that for the work people and all staff at site. However, the contractor may be allowed to use the **existing source at the site for which recovery @ 1% of the contract value will be recovered from this bills.** The arrangement for distribution will be contractor's responsibility. But in no way Bank will be held responsible for continuous supply of water.

31. Power Supply

Contractor shall have to arrange for D.G. set at his own cost, risk and responsibility to carry out the work at site whenever required for and asked by the Bank.

The contractor shall at his own cost arrange for necessary power for the work and lighting for the entire period of contract. However, Bank may provide power from their existing source at site on providing suitable electric meter approved by Bank. Bank will recover from the contractor the power consumed as per prevailing rate from time to time from their running bills / final bill. If electric meter is not arranged by the **contractor recovery @ 1% of the contract value will be recovered from his bills.** But in no way Bank will be held responsible for continuous supply of electricity.

32.0 Treasure Trove etc.

Any treasure trove, coin or object antique which may be found on the site shall be the property of SBI and shall be handed over to the Bank immediately.

33.0 Method of Measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced with up to date. Rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement the decision of the Concerned Engineer shall be final binding on the contractor.

34.0 Maintenance of Registers

The contractor shall maintain the following registers as per the enclosed pre-form at site of work and should produce the same for inspection of SBI / Concerned Engineer whenever desired by them. The contractor shall also maintain the records / registers as required by the local authorities / Govt. from time to time.

- (i) Register for hindrance to work.
- (ii) Register for labour & Material

Contractor shall also maintain a site order book

34.0 Price Variation

Not applicable.

35.0 Force Majeure

35.1 Neither contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolutions, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract if it is not possible to serve a notice, within the shortest possible without delay.

35.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

35.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

35.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this agreement.

36.0 Local Laws, Acts, Regulations

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulations and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- (i) Minimum Wages Act 1948 (Amended)
- (ii) Payment of Wages Act 1936 (Amended)
- (iii) Workmen's Compensation Act 1923 (Amended)
- (iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- (v) Apprentice Act 1961 (Amended)
- (vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- (vii) Personal Injuries (Compensation Insurance) Act 1963 and any other

modifications

- (viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof.
- (ix) Shop and Establishment Act.
- (x) Any other Act or enactment relating thereto and rules framed there under from time to time.

37.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Concerned Engineer. The Contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

E. SAFETY MEASURES AT SITE:

1. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
2. First Aid Box should be kept at site with all requisite materials.
3. No one should be allowed to inspect / work at a height without Safety Belt.
4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
6. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.
8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder upto and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.
9. Adequate precautions shall be taken to prevent danger from electrical equipments. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.

10. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

11. Before any demolition work is commenced and also during the process of the work :-

a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected;

b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.

d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

f) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.

g) Those engaged in welding works shall be provided with Welder's protective eye-shields.

h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

i) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

12. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions:-

a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.

b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.

d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.

e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having

a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.

g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

F. Details of Insurance Policies

Type of Policies	Name of Insurance	Amount (Rs.)	Policy No.	Validity
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CAR Policy including
3rd Party Liability

Workmen's Compensation

Remarks:

1. This is only on-account payment and is not to be interpreted either as approval of work materials brought or affixed at site or for that matter approval of any sort
2. The quantum of work done and materials delivered at site have been certified by
3. Should you wish to audit such work, kindly contract the undersigned and oblige.

G. PROFORMA FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME

1. Name of the Contractor
2. Name of the works as given in the Agreement
3. Agreement WO
4. Tender Amount
5. Date of Commencement of Work
6. Period allowed for completion as per agreement
7. Date of completion as per agreement
8. Period for which extension of time has been given

Date Month Year

- (a) 1st extension vide Bank's Letter No.
 - (b) 2nd extension vide Bank's Letter No.
 - (c) 3rd extension vide Bank's Letter No.
9. Reasons for which extensions have been previously given (copies of the previous applications should be attached)
10. Period for which extension is applied for and the reasons thereof including hindrances time for extra work assigned , if any etc.

Signature of Contractor

H. STANDARD SPECIFICATION

Unless otherwise specified elsewhere in this contract, all work under this contract shall be carried out in accordance with the technical specification and the latest issue of the Indian Standard Specification applicable to the particular class of work. Relevant issue of I.S. specification applicable to the particular work have been described along with the specification for the respective works. If same is not specified, in such case, the contractor may contact Engineer-In-Charge for further instructions. In case of any confusion or dispute regarding the meaning and interpretation of any specification for the respective works, the decision of the Bank shall be final and binding on the Contractor.

LIST OF MATERIALS FOR APPROVED BRAND AND / OR MANUFACTURER

1	Second class hard wood	Seasoned, Chemically treated hardwood of size 100mm X75 mm, 75mm x 50mm, 50mm x 50mm, 50mm x 25mm of Badam/Kasi/Gambhari/Tentra.
2	Teak wood beading, leap	Seasoned, Chemically treated best quality local polished teak wood beading of size 20 mm x 20mm, leaping of size 90 mm x 12 mm, 19 mm x 12 mm, 19 mm x 6 mm & moulding of size 75 mm x 25 mm (as per approved design)
3	Ply board & Block board (BWP grade)	Green / Century /Kitply / DURO/ MAYUR GOLD/Equivalent Conforming to IS: 710 & IS: 1659
4	Pre -laminated MDF board	Century / Merino / Equivalent
5	Adhesive	Fevicol / Jeevanjor / Equivalent
6	Laminate	Century / Merino / Soner/Sunmica/Equivalent
7	Soft Board	Jolly Board / Equivalent
8	Wood primer & Synthetic enamel paint	ICIC / Berger / Asian / Equivalent
9	Door Closure, Floor spring	Godrej / Hardwyn / Equivalent
10	Plumbing Items	Jaquar/ Hindware/ Cera/ Parryware as approved
11	Screw	Ebco /GKW / Nettlefold / Equivalent
12	Vitrified Tiles	Orient Bell/ RAK/ Varmora premium quality
13	Drawer Slides	Hettich / Ebco / Equivalent
14	Vertical Blinds	Vista / Mac / Equivalent
15	Multipurpose lock, night latches mortise lock (Open in/out-R/L)	Ebco / Godrej / Hettich / Equivalent
16	Anchors & Fixings	Fischer /Equivalent
17	Auto shut hinges and other hardware	Ebco / Hettich / Hafley / Equivalent
18	Glass 5.5mm / 8mm / 12mm	Float Glass of Modiguard / Indo-Asahi /

8		Saint Gobin / Equivalent
1 9	Concrete Paving Designer Tiles	Ultra / Eurocon / Multiwyn / Equivalent
2 0	Edge binding tape	Rehau / Dolkin / Equivalent
2 1	Solid Surface	Merino/ Dupont
2 2	Polish	French / Zinc Oxide / Melamine (Asian) or equivalent
2 3	Synthetic Enamel Paints / Plastic Emulsion Paints / Distemper	Tractor Emlusinon, Asian Paints or equivalent.
2 4	Weather Coat Paints / Cement based Paints / Acrylic Emulsion Paints etc.	ICI Paints / Asian Paints / Berger Paints
2 5	Silicon Sealant	M/s.Wacker, Dr. Fixit , M/s. Sika , M/s. Choksey, M/s. Fosroc
2 6	32-35mm thk. Flush Door	Readily available flush door of Sylvan/green/ Century or equiv

Note:-

- 1) Bank reserve the right to insist contractor for use of any specific brand / make etc.
- 2) In case any materials are not available from the above brands, Bank will suggest names of other brands / manufacturers and contractor will have to abide by the same.

Signature of contractor with seal

J. Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp before faxing)

To
M/s Antares Systems Limited,
Registered Office at: - #24, Sudha Complex,
3rd Stage, 4th Block,
Bangalore – 560079.
Ph.: - 080-49352000 / 40482000 Fax: - 080-49352034

Date:

Sub: Agreement to the Process related Terms and Conditions for the online bidding

Dear Sir,

This has reference to the Terms & Conditions for the online bidding mentioned in the Tender for **INTERIOR, FURNISHING WORK OF BARGARH SME BRANCH vide tender No. AO/SAM/05-2024-25/R-IV/61 dated 21.05.2024**

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the online bidding and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI Group and ASL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize ASL to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either State Bank Group or ASL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that ASL may bid on behalf of other bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Price Bid and the format as requested by SBI / ASL.

2.0 We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Date:

Name –

K. LETTER OF UNDERTAKING

**The Regional Manager
State Bank of India
Regional Business Office
Bargarh, Odisha-767001**

Dear Sir,

TENDER FOR INTERIOR, FURNISHING WORK OF BARGARH SME BRANCH vide Tender No. AO/SAM/05-2024-25/R-IV/61 Dated 21.05.2024

With reference to the tender for the above work, we hereby undertake –

- That we have fully understood the scope of the work to be carried out and acquainted ourselves to the local working conditions.
- That we shall strictly comply with the specifications laid down in the tender and the directions given by during the execution of the work.
- That our quoted rate is inclusive of all the material cost , labour cost, taxes ,service tax, duties , transportation , loading & unloading , freight , overhead and profit and Bank shall not entertain any claim whatsoever on this account afterwards.
- That after accepting the work order we shall not back out, failing which the Bank shall be at liberty to forfeit the EMD and take action against us as deemed fit without making further reference to us.
- That after accepting the work order if we could not start the work within seven days from the date of issue of work order, the work order will stand cancel and for which the Bank shall be at liberty to forfeit the EMD and take action against us as deemed fit without making further reference to us.
- That we shall use all the materials approved by Bank and shall not substitute any material without obtaining prior approval from the Bank
- That we shall complete the work within the stipulated time and we understand that in case of delay on our part is liable for deduction of liquidated damage as stipulated in the tender.
- That an amount equivalent to 2.5% of the bill value shall be retained from the payment due to us by the Bank for a defect liability period of 12 calendar months from the date of payment of final bill, which will be released after the expiry of the said defect liability period, if no defect is found during that period.
- That we shall attend to any defect in the work done by us which is brought to our notice within the defect Liability period, at our cost and shall not claim any extra cost for the same, failing which Bank shall be at liberty to forfeit the Security deposit without making any further reference to us.
- That we shall adhere to all the safety norms as per stipulations made by the competent authority.

Yours faithfully,

Place:

(Signature of contractor)

Date: